

Temporary Language in the 2022-2025 Collective Agreement for Articles 1.1, 12.4, 12.11

Article	Subject Matter	Summary of Change
1.1	Preliminary	<p><i>The contents of this Article has been deleted and replaced to describe the purpose of the agreement and provide land acknowledgement.</i></p> <p>This is the Agreement on Conditions and Terms of Employment between the University of British Columbia (hereinafter referred to as the "University") and the Association of Administrative and Professional Staff (hereinafter referred to as "AAPS"), collectively the "Parties". It establishes certain terms and conditions of employment for employees of the University for whom AAPS has been recognized as the bargaining agent.</p> <p>The Parties mutually and expressly acknowledge that University sites where AAPS members work are situated on the traditional, ancestral and unceded territories of Indigenous peoples The parties agree within six months of ratification of this agreement to consult with stakeholders regarding this land acknowledgement. Upon consultation with stakeholders, the Parties agree to revise this language accordingly.</p> <p>The purpose and effect of this Agreement is to reflect the Parties' mutual interests in:</p> <ol style="list-style-type: none"> 1.Fostering a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University and AAPS; 2.fostering and enhancing a harmonious relationship between the University and its employees; 3.establishing, fostering, and enhancing a collaborative and harmonious relationship between the University and AAPS; 4.to provide for orderly and efficient consideration and settlement of all matters of bargaining and mutual interest; 5.to provide for orderly and efficient dispute resolution; 6.to maintain the efficient and effective operation of the University; 7.to promote the wellbeing and engagement of AAPS members; and, 8.to promote a climate of understanding and mutual respect where all are equal in dignity and rights.

12.4	Bereavement Leave	<p><i>Language is added to support reconciliation and recognize distinct cultural needs and practices for Indigenous members.</i></p> <p>Employees shall be permitted up to five (5) days of paid leave of absence in the case of death in the immediate family. The employee shall notify their supervisor as soon as possible. Immediate family means parent, grandparent, spouse, common-law spouse, same sex partner, child, in-law, brother or sister. For Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).</p> <p>Bereavement leave may be granted in other circumstances at the discretion of the supervisor. In exceptional circumstances, with the approval of the employee's supervisor, extended bereavement leave of up to three (3) additional days may be granted.</p> <p>For the purpose of this article, exceptional circumstances may include instances where extensive travel is required to attend the funeral or memorial service, where an employee is responsible for making the funeral or memorial service arrangements, or where the employee is unable to work due to the emotional impact of the immediate family member's death.</p> <p><i>The additional leave for Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC and among and among the Association's Indigenous membership within six {6} months of ratification.</i></p>
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12.11	Indigenous Leave for Ceremonial, Cultural or Spiritual Events (NEW)	<p><i>Language is added to support reconciliation and recognize distinct cultural needs and practices for Indigenous members.</i></p> <p>An Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.</p> <p>Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 19 - Bereavement Leave, as applicable.</p> <p>Where an Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation bank, as applicable.</p> <p>The additional leave for Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC and among and among the Association's Indigenous membership within six (6) months of ratification.</p>
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